

**JOINT OWNERSHIP AGREEMENT**

**BETWEEN**

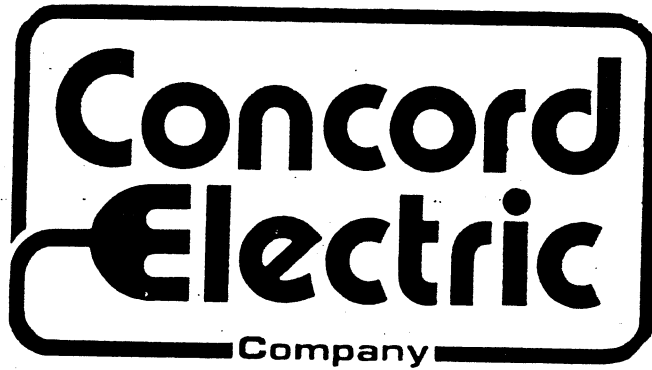
**UNITIL ENERGY SYSTEMS, INC.**

**CAPITAL DOC**

**AND**

**MERRIMACK COUNTY TELEPHONE  
COMPANY**

**(WEBSTER AREA)**



JOINT OWNERSHIP AGREEMENT  
BETWEEN  
MERRIMACK COUNTY TELEPHONE CO.  
AND  
CONCORD ELECTRIC COMPANY

Dated January 1, 1982.

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AGREEMENT

This AGREEMENT, made this 1st day of January, 1982, between MERRIMACK COUNTY TELEPHONE COMPANY, of Contoocook, NH and CONCORD ELECTRIC COMPANY, a New Hampshire corporation with a principal place of business in Concord, in the State of New Hampshire, hereinafter sometimes called "the parties".

WITNESSETH THAT:

WHEREAS, the parties desire to provide for the joint ownership of poles and anchors when and where such joint ownership will be of mutual advantage;

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties do, for themselves, and their successors and assigns, mutually covenant and agree as follows:

Scope of  
Agreement

Article 1. This Agreement shall be in effect in the areas in the State of New Hampshire, in which both parties have the right to operate on the effective date hereof and thereafter.

Permission for  
Joint Ownership

Article 2. Each party permits the joint ownership of any of its poles and anchors now standing or hereafter erected within said areas to the extent that the poles and anchors have been or are brought under this Agreement, under the terms and conditions of this Agreement and of Intercompany Operating Procedures adopted pursuant to this Agreement, except that each party reserves the right to exclude from joint ownership poles and anchors which are, in its judgment, necessary for its sole use or its use together with attachments of municipalities or other third parties referred to in Article 4.

Rights and  
Obligations;  
IOP's

Article 3. To carry out the purpose of this Agreement to facilitate the joint ownership of poles, the Agreement sets forth the rights and obligations of the parties with respect to such ownership, including without limitation their rights and obligations with respect to the following matters.

- A. Allocation of ownership and allocation of space
- B. Division of costs and expenses
- C. Acquisition of Joint Ownership
- D. Construction Standards
- E. Performance of Work
- F. Payment and billing
- G. Custody and maintenance areas
- H. Changes in character of circuits
- I. Termination of joint ownership
- J. Administration of Agreement

Certain of the basic contractual provisions of this Agreement are not set forth in the body of the Agreement, but are set forth with operational or administrative procedures in Intercompany Operating Procedures (IOP's). IOP's in effect at any time shall be attached hereto and shall be a part of this Agreement. The IOP's in effect or taking effect upon the effective date of this Agreement are listed in the Index attached hereto.

The provisions of IOP's in effect at any time shall be subject to review upon the written request of either party given to the other. Amendments to IOP's, including elimination of any effective IOP's or addition of new IOP's, shall be made effective by written instrument signed on behalf of each party by a duly authorized officer of such party or by some other representative designated herein or by such officer by written notice to the other party.

Sole  
Agreement

Article 4. This Agreement and the Intercompany Operating Procedures constitute the entire agreement between the parties respecting joint ownership and joint use of poles and anchors; provided, however, the parties have jointly contracted and may in the future jointly contract with community antenna TV companies and other companies for joint use or space rental of poles covered by this Agreement and nothing herein contained is intended to prevent such third-party contracts.

Construction  
Standards

Article 5. Construction and maintenance of all poles and anchors and of all attachments of both parties under this Agreement shall conform to the applicable provisions of the latest edition of the National Electrical Safety Code and to all applicable governmental requirements.

Municipal  
Space

Article 6. Upon each of the poles covered by this Agreement, a reasonable amount of space shall, if so desired by municipal authorities or deemed desirable by the parties hereto, be reserved for the municipal fire alarm and police signal wires or cables, owned by the municipality and used exclusively for municipal purposes.

Attachments

Article 7. When temporary construction on jointly owned poles does not conform to the requirements of Article 5. and is unsafe or restrictive to one of the parties, the parties will cooperate in correcting the unsafe or restrictive conditions. Irrespective of which party may be financially responsible for the costs of any transfer or rearrangement of any attachments, each party, through its own personnel or through its agents or contractors, shall place, maintain, rearrange and transfer its own attachments.

Electrical  
Interference

Article 8. Each party shall so construct, operate and maintain its facilities so that electrical interference with the facilities of the other is avoided or minimal and shall, at its own expense, correct any such electrical interference caused by its facilities which is more than minimal, when it occurs.

Work  
Responsibility

Article 9. The work of installation, replacement, relocation or removal of new or existing jointly owned poles and anchors shall be divided equitably between the parties. The division of this work shall be by the establishment of maintenance areas in which one party or the other is assigned the responsibility for such work.

Payment of  
Taxes

Article 10. Each of the parties hereto shall be liable for taxes, fees and governmental charges levied or assessed upon the jointly owned property covered by this agreement, in accordance with its ownership therein, and shall make such reports to governmental authorities as may be required for the proper listing of its said ownership and for the determination of the taxes, fees and charges thereon; but any tax, fee or charge imposed on such jointly occupied property solely because of ownership or the use thereof by one of the parties shall be paid by that party.

Bills and Payment  
for Work

Article 11. Within 60 days after the completion by one party of work for which the other party is to be partially or wholly responsible financially, the party that did the work shall render to the other party an itemized statement of charges showing the cost of the work, and if found to be correct, the charges shall be promptly paid.

Existing Rights  
of Other Parties

Article 12. If either of the parties hereto has, prior to the execution of the Agreement, conferred upon others, not parties to the Agreement, by contract or otherwise, rights in or privileges to use any poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges, and either party hereto shall have the right, by contract or otherwise, to continue and extend such existing rights, or privileges; it being expressly understood, however, that for the purpose of this Agreement, the attachments of any such outside party shall be treated as attachments belonging to the grantor, and the rights, obligations and liabilities hereunder of the grantor in respect to such attachments shall be the same as if it were the actual owner thereof. Attachments made by third parties under community antenna TV contracts or under other contracts executed by both parties to this Agreement, and fire and police signal attachments of municipalities or other public authorities, shall not be considered to be covered by this Article.

Assignment  
of Rights

Article 13. Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the jointly owned poles or the attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other party; provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges and franchises, or to lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage, or in case of such lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided, further, that subject to all of the terms and conditions of this Agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it, or associated or affiliated with it in interest, or connected with it, the use of all or any part of the space reserved hereunder for such party on any pole covered by this Agreement for the attachments used by such party, in the conduct of its said business; and for the purpose of this Agreement, all such attachments maintained on any such pole by the permission as aforesaid of either party hereto shall be considered as the attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this Agreement, in respect to such attachments, shall be the same as if it were the actual owner thereof.

Liability for  
Damages

Article 14. Whenever any liability is incurred by either of the parties or both for damages resulting from injury to the employees or for damage to the property of either party, or for injuries to other persons or property, arising out of the joint use of poles, anchors or guys whether or not jointly owned, or due to the proximity of the wires and fixtures of the parties attached to jointly used poles, anchors, or guys, the liability for such damage, as between the parties hereto, shall be as follows:

A. Each party shall be liable for injuries to persons other than its own employees or for damage to property other than its owned caused in whole or in part by its negligence, or by its failure to comply at any time with the specifications referred to in Article 5 of this

Agreement, or by its failure to perform its obligations hereunder, when so caused without any negligence or any such failure by the other party. The party that is liable agrees to indemnify, hold harmless and defend the other party on account thereof.

B. Each party shall be liable for all damages for injuries to its employees or damage to its property caused solely by its negligence or by its failure to comply with the specifications referred to in Article 5 of this Agreement or by its failure to perform its obligations hereunder or caused by the concurrent negligence or failure of both parties and agrees to indemnify, save harmless and defend the other party on account thereof. When either party hereto, or its insurer, shall make any payments to an employee or to his relatives or representatives on account of an injury caused in a manner described in this Article, in conformity with (1) the provisions of any workmen's compensation act or any act creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of or in the course of the employment whether based on negligence on the part of the employer or not or (2) any plan for employee's disability benefits or death benefits now established or hereafter adopted by the parties hereto or either of them, such payment shall be construed to be damages within the terms of this paragraph.

C. In the case of damages resulting from injuries to persons other than employees of either party, or from damage to property not belonging to either party that are caused in part by each party, whether through such party's negligence or through its failure to comply with the specifications referred to in Article 5 of this Agreement or by its failure to perform its obligations hereunder or are due to causes which cannot be traced solely to the sole negligence of one party or failure of one party to comply with said specifications or perform its obligations hereunder, each party shall be liable for said damages in proportion to the amount of negligence attributable to it and each party shall indemnify, hold harmless and defend the other party for its proportionate share of said damages.

D. Where the claimant desires to settle any such claim upon terms acceptable to one of the parties hereto but not to the other, the party to which said terms are acceptable may, at its election pay to the other party one-half (1/2) of the expense which such settlement would involve and thereupon said other party shall be bound to indemnify, save harmless and defend the party making



such payment from all further liability and expense on account of such claim or in any way connected therewith.

E. Where a jointly owned pole is to be replaced or abandoned and one of the parties has removed all its construction from the old pole, it shall notify the other party thereof in writing. If the other party fails to remove its attachments from the old pole or fails to remove the old pole within sixty (60) days from the receipt of such notice, it shall become solely responsible for said pole, and shall be solely liable for injury to persons not in the employ of either of the parties hereto, or of their contractors, and for damage to property not belonging to either of the parties hereto, if such injury or damage occurs after the end of the 60 days.

Liability and  
Damages Jointly  
Owned but not  
Jointly Used

Article 15. Whenever any liability is incurred by either party or both for damages for injuries to the employees or damage to the property of either party or for injury or damage to other persons or their property arising out of the use of poles or anchors jointly owned but not jointly used, the liability for such damages, as between the parties hereto, shall be as follows:

The Party using the poles or anchors agrees to indemnify, save harmless and defend the party not using the poles or anchors from any liability in connection therewith, except liability arising out of the negligent erection or maintenance thereof by the party claiming indemnity and liability arising out of the location thereof.

Contractors  
Engaged by  
Either Party

Article 16. All contractors and their employees engaged by either party to do any work in connection with jointly owned poles or attachments thereon shall, as between the parties hereto only and not for the benefit of any third party, be considered the agent of the party employing them.

Default

Article 17. Whenever either party is in default with respect to any work that is its responsibility under this Agreement and has not cured the default within 60 days after receipt of written notice thereof from the other party, the other party may have such work performed and shall be reimbursed promptly for all its costs by the defaulting party.

Term of  
Agreement

Article 18. This Agreement shall take effect upon the day and year first above written and shall be in effect for an initial period of two years from the effective date and shall continue thereafter until terminated by either party by giving not less than one year's notice in writing to

the other party, provided however, that the provisions of this Agreement relating to poles jointly owned shall nevertheless continue in full force and effect as to such poles until joint ownership thereof is terminated.

Waiver of  
Portions of  
Agreement

Article 19. The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or its waiver of the same in any instance or instances, shall not be construed to be a general waiver or relinquishment of any of such terms or conditions, but the same shall be and remain at all times in full force and effect.

Ownership of  
Poles, Guys and  
Anchors

Article 20. Title to poles shall be determined as follows, and in each case one-half undivided interest as tenant in common shall pass from the party erecting the pole to the other party:

A. With respect to any existing pole that the parties have installed prior to the effective date hereof and determined is to be jointly owned, but for which the addendum has not been completely processed, title shall pass, or be considered to have passed, upon payment of the bill relating to the pole.

B. With respect to poles that are installed after the effective date of this Agreement and that the parties shall have determined are to be jointly owned, title shall pass upon the completion of the work of setting the pole in place.

C. With respect to solely-owned poles that are now in existence or that are installed in the future and are subsequently determined should be jointly owned, title shall pass upon payment of the bill.

D. With respect to poles that were previously jointly owned by one of the parties hereto and a third party whose interest has been acquired by the other party hereto, and that are not covered by any addendum between the parties hereto, it is hereby agreed that each party has held and now holds a one-half undivided interest therein as tenant in common.

E. With respect to jointly owned poles that one party desires to abandon pursuant to this Agreement, title shall pass from the party terminating its interest to the remaining party upon the completion of the removal of all the attachments of the party that is terminating its ownership.

F. When a pole is removed from service and both parties have determined to abandon it, the last party to remove its attachments shall sell or otherwise dispose of the pole and for that purpose each party hereby grants to the other the right to convey its interest to any third party or parties.

G. Reference to "poles" in this Article 20 shall be considered to include both poles and anchors.

Establishing  
Joint Use

Articles 21. If, in specific situations, joint ownership in accordance with the provisions of the Agreement is unattractive to one of the parties, even though joint ownership may be desirable or economical from the overall standpoint, nothing herein shall preclude the establishment of joint use on such terms or such basis (including a rental basis in lieu of joint ownership) as may be agreed upon in writing by designated representatives of the parties hereto.

Notices;  
Designated  
Representatives

Article 22. Notices under this Agreement shall be sent by mail, postage prepaid, to the parties at the following addresses or to such other address as either party may, from time to time, designate in writing:

1 Merrimack County Telephone Co.  
: 3 Kearsarge Avenue  
( Contoocook, NH 03229  
: Attention: Paul Violette  
2 Plant Supt.

Concord Electric Company  
P.O. Box 1338  
Concord, New Hampshire 03301

Attention: Douglas Macdonald, President

IN WITNESS WHEREOF, each party has caused this Agreement to be signed in its name and its corporate seal to be affixed by an officer thereunto duly authorized as of the day and year first above written.

MERRIMACK COUNTY TELEPHONE COMPANY

BY

*Alfred O. Violette*

11/17/81

Manager

President

CONCORD ELECTRIC COMPANY

BY

*Charles P. Patten*

President

INTERCOMPANY OPERATING PROCEDURES  
CONCORD ELECTRIC COMPANY  
and  
MERRIMACK COUNTY TELEPHONE COMPANY

<u>IOP #</u>	
1	Definition of Terms
2	Acquiring Joint Ownership in Existing Poles and Anchors
3	Construction and Joint Ownership of New Poles and Anchors
4	Pole Replacements
5	Custody and Maintenance of Jointly Owned Poles and Anchors(not applicable)
6	Assigned Space
7	Anchors
8	Work on Joint Poles
9	Termination of the Joint Ownership and Use of a Pole or Anchor
10	Removal and Salvage of Poles
11	Use of Extra Length Pole Top Pin
12	Pole (Vertical) Grounds and Bonding
13	Request to Transfer Construction And/Or Request to Attach Bond or Vertical Ground to Multi-Grounded Neutral
14	Street Side Communication Attachments
15	Unauthorized Attachments
16	Inspection and Treatment of Standing Poles
17	Joint Trimming
18	Rights-of-Way, Easements and Licenses
19	Procedure When Character of Circuits Is Changed
20	Buried Cable Signs
21	Division of Cost and Expense
22	Flat Rate Billing Schedules

INTERCOMPANY OPERATING PROCEDURE #1  
CONCORD ELECTRIC COMPANY  
and  
MERRIMACK COUNTY TELEPHONE COMPANY

DEFINITION OF TERMS

EFFECTIVE DATE January 1, 1982

<u>Cost</u> - (a)	As applied to newly erected poles and anchors, shall mean the full installed cost as established by the mutually agreed upon current flat rate schedule.
(b)	as applied to other than newly erected poles and anchors, shall mean the Then Value.
<u>Then Value</u> -	shall mean Reproduction Cost New times percent condition and applies on purchases and sales of existing plant. (NOTE: The term "Then Value" is synonymous with the term "Structural Value").
<u>Reproduction Cost New</u> -	shall mean the estimated cost of reproducing a like item of plant under normal present day conditions and methods as established by the current flat rate schedule.
<u>Percent Condition</u> -	refers to the physical condition of plant, and is based on the ratio of estimated years of remaining life to total life expectancy. For full length treated pine poles, the average life expectancy is 33 years; for full length treated douglas fir, untreated cedar, butt treated cedar and chestnut poles the average life expectancy is 27 years. Percent condition of poles that have exceeded their average life expectancy will be fixed at 4%.
<u>Gross Salvage</u> -	shall be the current material price as established by the current flat rate schedule.
<u>Cost of Removal</u> -	shall be the current cost and shall include disposal as established by the current flat rate schedule.
<u>Net Salvage</u> -	shall mean gross salvage minus cost of removal.

DEFINITION OF TERMS

Net Loss -

shall mean "Then Value" plus cost of removal less gross salvage and applies when a pole is prematurely replaced.

APPROVED: .....

APPROVED: .....

MERRIMACK COUNTY TELEPHONE COMPANY

CONCORD ELECTRIC COMPANY

BY: *T. E. Violette*

BY: *Walter K. Wadsworth*

TITLE: Plant Supt.  
~~Manager~~

TITLE: President

DATE: Nov. 17, 1981

DATE: NOV 10 1981

INTERCOMPANY OPERATING PROCEDURE #2

CONCORD ELECTRIC COMPANY  
and  
MERRIMACK COUNTY TELEPHONE COMPANY

ACQUIRING JOINT OWNERSHIP IN EXISTING POLES AND ANCHORS

EFFECTIVE DATE January 2, 1982

Whenever either Company desires to acquire joint ownership in an existing pole or anchor owned by the other Company, it shall make written application therefor, specifying the location of the pole or anchor in question, the amount of space desired on the pole and the number and character of the circuits to be placed therein. Within ten (10) days after the receipt of such application, the Owner shall notify the Applicant in writing whether or not said pole or anchor is among those excluded from joint occupancy under the provisions of Article 2 of the agreement. Upon receipt of notice from the Owner that said pole or anchor is not among those excluded, joint ownership shall be established as follows:

Where joint ownership of poles is to be established along a route where there is an existing pole line of only one of the parties, the following conditions shall be observed:

1. POLES AND ANCHORS NOT SUITABLE FOR JOINT OCCUPANCY

A. POLES THAT HAVE BEEN IN PLACE FOR THREE (3) YEARS OR LESS:

- (1) If within three (3) years the second company desires, and it is mutually agreed, that a solely occupied pole and/or pole line (excluding anchors) be reconstructed so that it is suitable for joint occupancy, on receipt of proof of its refusal to participate in joint ownership at the time of construction the second company shall be obligated to pay the first company:
  - a. The full net loss of the poles to be replaced.
  - b. The full cost of the first company's transfer and rearrangement work.
  - c. The full cost of any additional trimming necessary to provide the same amount of line clearances that existed just prior to the premature pole replacement.
  - d. Its proportionate share of the cost of the initial trimming, reduced by one-third for each full year elapsed since the trimming was done. Billing for this trimming shall be accompanied by a copy of the initial contractor's bill.



ACQUIRING JOINT OWNERSHIP IN EXISTING POLES AND ANCHORS

- e. Its share of the flat rate cost of the new poles placed as outlined in the then current Intercompany Operating Procedure on Division of Cost and Expense.
  - f. One-half costs, flat rate, of anchors placed or purchased.
- (2) If there is no proof of refusal by either company to participate in joint ownership at the time of construction, the second company shall be obligated to pay the first company only:
- a. Its proportionate share of the cost of the initial trimming, reduced by one-third for each full year elapsed since trimming was done.
  - b. Its share of the flat rate cost of new poles placed as outlined in the then current Intercompany Operating Procedure on Division of Cost and Expense.

One-half cost, flat rate, of anchors placed or purchased.

B. POLES THAT HAVE BEEN IN PLACE MORE THAN THREE YEARS

- (1) Poles that have been in place for more than three (3) years: that Owner shall replace such poles with poles which are suitable for joint occupancy. The Owner of the replaced poles shall be entitled to receive from the party desiring joint ownership, an amount equal to the "net loss" of the replaced poles. Each party shall pay its share of the Flat Rate cost of the new poles as specified in the Intercompany Operating Procedure on Division of Cost and Expense.

POLES AND ANCHORS SUITABLE FOR JOINT OCCUPANCY:

- (1) The purchasing party will pay the owning party a sum equal to the purchasing party's share of the Flat Rate Billing Schedule price in effect at the time the pole is to be made jointly owned as outlined in the then current Intercompany Operating Procedure on Division of Cost and Expense, depreciated to the year of placement. The purchase of anchors associated with such poles will be based on the same Flat Rate Billing Schedule depreciated as the associated pole. However, it can be demonstrated through records, that the anchors in which an interest is to be purchased were placed at some date other than the placement date of the associated pole, the "record" date shall be used to determine the Flat Rate Billing Schedule depreciation for billing.

ACQUIRING JOINT OWNERSHIP IN EXISTING POLES AND ANCHORS

- (2) The purchasing party will pay the owning party its proportionate share of the cost of the initial trimming, reduced by one-third for each full year since the trimming was done.

APPROVED:

MERRIMACK COUNTY TELEPHONE COMPANY

BY: TITLE: Plant Supt.DATE: Nov. 17, 1981

APPROVED:

CONCORD ELECTRIC COMPANY

BY: TITLE: PresidentDATE: NOV 10 1981

INTERCOMPANY OPERATING PROCEDURE #3

CONCORD ELECTRIC COMPANY  
and  
MERRIMACK COUNTY TELEPHONE COMPANY

CONSTRUCTION AND JOINT OWNERSHIP OF NEW POLES AND ANCHORS

EFFECTIVE DATE January 1, 1982

This Intercompany Operating Procedure applies to new lines constructed under Exchange of Notice forms dated on and after the effective date of this Intercompany Operating Procedure.

The purpose of this Intercompany Operating Procedure is to attain better advance planning of new pole line construction, to divide new pole work more equally between companies and to restrict the purchase of poles on an individual basis. Because of the mutual advantages to be gained by the companies through joint planning and construction of new lines, it shall be the general policy of the companies to construct new pole lines as jointly owned lines in cases where it appears reasonable that both companies will use the line within three (3) years from the date of construction. This policy shall not, however, be deemed to require the construction of joint pole lines where the company first having a requirement for new poles desires to construct the line and exclude the other from joint ownership, or where the party not having received a service request does not wish to participate in the ownership of a joint line. In order to carry out this policy, the companies agree to the following provisions:

1. EXCHANGE OF NOTICE

- A. When it has been determined that new poles are required by either company it shall so communicate its need to the other company as soon as practicable.
- B. The decisions arrived at as a result of joint coordination shall be documented in a timely manner by an Exchange of Notice form to be prepared by the company that is to set the poles.
- C. Normally, within ten (10) working days from the date of receipt of the written notification the second company shall notify the initiating company whether or not it desires to have the new line constructed as a joint line.

2. LINE TO BE CONSTRUCTED FOR JOINT USE

- A. If, in the opinion of the second company, which may not have received a service request, it appears reasonable that service will be requested of it within three (3) years, and the second company desires to have the new line constructed as a joint line, it shall so notify the other company, signifying its desire that the line be

CONSTRUCTION AND JOINT OWNERSHIP OF NEW POLES AND ANCHORS

constructed jointly under the terms of this Intercompany Operating Procedure. If the company having a requirement for new poles agrees on the desirability of joint facilities, a new joint line will be constructed and the cost of poles and anchors shall be in accordance with the Flat Rate Billing Schedule and joint practices in effect with respect to jointly owned facilities at the time of construction. Joint trimming costs shall be shared in accordance with the then current Intercompany Operating Procedure on Joint Trimming. Construction and billing details, as coordinated by representatives of the two companies, shall be covered by the use of the standard Exchange of Notice form.

3. LINE NOT TO BE CONSTRUCTED FOR JOINT USE

- A. If, following coordinated efforts with the second company, the company having the requirement for new poles decides that it does not desire joint facilities, it shall prepare an Exchange of Notice form indicating the reasons for not desiring a joint line, the names of the representatives of the two companies who were involved in the coordination, the date of same, and forward it to the second company which will acknowledge its receipt, normally within ten (10) days.
- B. In the event the second company indicates that it is not interested in joint ownership of the new line, the company having the requirement for a new line can construct it suitable for its sole occupancy. The constructing company shall prepare and forward to the second company an Exchange of Notice form indicating its intent to construct a new pole line and the second company shall indicate its refusal to participate in same. Such form shall include the names of the representatives of the two companies who were involved in the coordination, and the date of the same.
- C. In the event that the new line is to be constructed as a joint line, neither company shall be obligated to accept joint ownership in such individual poles and/or anchors in the line as shall not in its opinion be required for its use within three (3) years.
- D. It is the intent of this practice that each company shall construct all new joint lines within its maintenance area with the following exception;
  - (1) When the company not having a service request is unable to complete the pole work in time to meet a service date established by the party holding the service request.

4. TERMINATION

- A. In the event the company not having attachments on the pole, but having initially signified its desire to have the line constructed under the terms of this Intercompany Operating Procedure, does not have use for the line after joint ownership has been established, it may, at any time, arrange to sell its remaining interest and shall be reimbursed based on the then current Intercompany Operating Procedure on Termination of the Joint Ownership and Use of a Pole or Anchor. A minimum of

CONSTRUCTION AND JOINT OWNERSHIP OF NEW POLES AND ANCHORS

three (3) years depreciation will be used in computing the purchase/sale price if the ownership is changed prior to the end of the three (3) year period.

- B. Under the conditions of Paragraph No. 4.A above, the company selling its remaining interest shall be credited with its payment for the original trimming depreciated over a three (3) year period.

APPROVED:

APPROVED:

MERRIMACK COUNTY TELEPHONE COMPANY

CONCORD ELECTRIC COMPANY

BY: TITLE: ~~Manager~~ Plant Supt.

TITLE: President

DATE: Nov. 17, 1981

DATE: NOV 10 1981

INTERCOMPANY OPERATING PROCEDURE #4

CONCORD ELECTRIC COMPANY  
and  
MERRIMACK COUNTY TELEPHONE COMPANY

POLE REPLACEMENTS

EFFECTIVE DATE January 1, 1982

The purpose of this Intercompany Operating Procedure is to reaffirm one of the principles of joint occupancy of poles, i.e. that each Company shall cooperate with the other Company so that each, in carrying out its duties, shall give proper consideration to the mutual problems which may arise and so that the Companies can jointly determine the best solution in situations where the facilities of both are involved.

When difficulties would be encountered in the replacement of existing joint poles due to the type of construction employed by either or both Companies, the two Companies shall cooperate in the execution of the work involved in a timely manner which normally will be within five (5) working days following notification. There will be no intercompany billing for the increased costs that may be experienced by either Company when it is necessary for each company to have a crew present to facilitate the placement or removal of joint poles.

For billing purposes, Maintenance Area jurisdiction shall govern which Company is entitled to placing and/or removal credits for those work operations that are completed in a joint effort.

When replacing an existing pole it will be placed in such a location that it can be licensed by the proper licensing authority if at all possible. When it is necessary to set a replacement pole in a different location than that occupied by the existing pole, due consideration must be given to the transfers and rearrangements required by both Companies. Such new locations shall be field coordinated and covered by an Exchange of Notice form, with sufficient detail showing the proposed location of the new pole, prior to replacement. In cases of emergency verbal notice will be given and subsequently confirmed in writing.

If a replacement pole is set in a new location without coordination with and agreement by the other Company, and the new location is such that the other Company would incur greater costs in transferring its facilities to the new pole that it would have incurred had the pole been replaced in its existing location, field representatives of the two Companies shall attempt to reach a

POLE REPLACEMENTS

mutually acceptable solution to the problem, including resetting the new pole in a mutually acceptable location. Those that cannot be resolved by the field representatives, shall be escalated through lines of organization, if necessary, to the Superintendent of the Concord Electric Company and the Manager of the Telephone Company.

APPROVED:

MERRIMACK COUNTY TELEPHONE COMPANY

BY: TITLE: ~~Manager~~ Plant Supt.

DATE: Nov. 17, 1981

APPROVED:

CONCORD ELECTRIC COMPANY

BY: 

TITLE: President

DATE: NOV 10 1981

INTERCOMPANY OPERATING PROCEDURE #6

CONCORD ELECTRIC COMPANY

and

MERRIMACK COUNTY TELEPHONE COMPANY

ASSIGNED SPACE

EFFECTIVE DATE January 1, 1982

1. Assigned space on a joint pole shall be for the exclusive use of each Company respectively, except that certain attachments may, in accordance with the provisions of the latest edition of the National Electrical Safety Code, be located in space assigned to the other Company, however, if such attachments should interfere with the use of such space by said other Company, the first Company shall make such changes or replacements as may be necessary to make the space available at its own expense.
2. The assignment of space on a jointly occupied pole is based on a standard 35 foot pole and normal ground clearances along and over public streets, alleys or roads in urban or rural districts, as determined by the Code mentioned above.

The Electric Company space shall consist of the uppermost four feet five inches of space on a standard joint pole.

The Telephone Company space shall consist of three feet three inches on a standard joint pole at a sufficient distance below the Electric Company space to provide at all times the minimum clearance between attachments as required by the Code mentioned above.

3. Municipal space shall, if so desired by municipal authorities or deemed desirable by the two Companies, be reserved for the municipal fire alarm and police signal wires or cables, owned by the municipality and used exclusively for municipal purposes. Municipal space, where required, shall be provided by equal space contribution of each Company.
4. Responsibility for excess height above that available on a 35 foot pole is to be assessed to the Company requiring such excess height in the proportion of their respective needs. Mutual excess height may be the result of the requirement of additional space by each Company, the requirement of municipal space or by variations in clearance requirements such as railroad and road crossings, which limit the usable space on a pole.



ASSIGNED SPACE

5. Assignment of space other than that detailed in paragraph 2 for a standard 35 foot pole shall be mutually determined by representatives of the two Companies and shall be shown on the Exchange of Notice form.

APPROVED:

MERRIMACK COUNTY TELEPHONE COMPANY

BY: *T. E. Violette*TITLE: ~~Manager~~ Plant Supt.DATE: Nov. 17, 1981

APPROVED:

CONCORD ELECTRIC COMPANY

BY: *Walter C. P. [Signature]*TITLE: PresidentDATE: NOV 10 1981

INTERCOMPANY OPERATING PROCEDURE #7

CONCORD ELECTRIC COMPANY

and

MERRIMACK COUNTY TELEPHONE COMPANY

ANCHORS

EFFECTIVE DATE January 1, 1982

1. A jointly occupied pole shall be guyed by both Companies, unless mutually agreed otherwise, when both Companies have a corner or dead-end in the same direction on the pole and when the plant consists of the following:

A. Telephone Company

- (1) Aerial cable existing or expected within three (3) years.
- (2) Open wire on crossarms.
- (3) Multiple wire when  $P \times N$  is equal to or greater than 10.  
(Degrees of excluded angle times N is equal to or greater than  $11^{\circ}$ )
- (4) C rural wire when  $P \times N$  is equal to or greater than 16.  
(Degrees of excluded angle times N is equal to or greater than  $18^{\circ}$ )
- (5) C drop wire when  $P \times N$  is greater than 50.  
(Degrees of excluded angle times N is equal to or greater than  $60^{\circ}$ )

P = Pull on pole in feet (a dead-end is equal to 50 feet of pull).

N = Number of particular type of wire attachments.

B. Power Company

- (1) Single phase primary and/or secondary construction - the excluded angle is equal to or greater than  $3^{\circ}$ . (3 ft. pull)
  - (2) Three phase primary and/or secondary construction - the excluded angle is equal to or greater than  $1^{\circ}$ . (1 ft. pull)
2. When guying is required by one Company only, that Company will guy its own construction with no provision for joint guying or joint anchorage.
  3. In general, joint pole lines shall be guyed by each Company placing a separate guy strand from its load to a common anchorage. A stub pole or

ANCHORS

Tree is considered as a common anchorage in this respect. Each Company shall determine the size of its own guy in accordance with its own practices. There will be no jointly owned guy strands. However, if telephone attachments require minimum guying but the total guying required for all attachments on the pole does not exceed one 6M strand, the anchor will be jointly owned. The strand will be owned by the party placing it.

4. Each Company shall, individually, be held responsible for failure to adequately guy to meet the needs of its unbalanced load.
5. When guying is required by both Companies, double thimble rods and anchors of a size adequate for a common anchorage shall be placed by the constructing Company. Billing to the other Company will be based on its share of the then Current Flat Rate Billing Schedule. If the combined requirements of the two Companies exceeds 28M, separate anchors shall be installed and each Company shall bear the full cost of its anchorage.
6. When guying is not required by the constructing Company, but is required by the other Company, or separate anchors are required under paragraph 5 above, the constructing Company may place occasional anchors for the other Company and bill the other Company 100% of the then Current Flat Rate Billing Schedule. The constructing Company will not place such anchors except by agreement in advance.
7. Joint anchors shall be installed so as to obtain as much lead as practicable. No anchor shall ordinarily be installed with a lead of less than fifteen feet (15'); an exception would be when sidewalk guys are required. When a fifteen foot lead cannot be obtained, special coordination will be required. Each Company's guying requirements shall be coordinated so that an anchor of adequate size will be installed.
8. When existing pole lines are to become jointly owned and there are anchors which are suitable for the combined loads of both Companies, such anchors will be made jointly owned in accordance with the terms of the then Current Intercompany Operating Procedure on Acquiring Joint Ownership in Existing Poles and Anchors. If the rod will not accommodate another strand the Company requiring the additional guying will add another eye by the use of a guy rod adapter.
9. When a solely occupied pole line is to be rebuilt for joint occupancy and guying is required by both Companies, the constructing Company will replace, where necessary, any existing anchors that cannot continue in use because of their relation to new poles being placed, and will bill the other Company its share of the then Current Flat Rate Billing Schedule of the new anchors installed.

ANCHORS

10. When common anchors are necessary because of the right-of-way requirements or other reasons, the original owner will, at the request of the other Company, replace any existing anchors which could have been retained for its sole use. The requesting Company will be billed its share of the then Current Flat Rate Billing Schedule of the new anchors installed. If common anchors are not required, the Company coming onto the pole line shall provide its own guying facilities. (Anchors may be placed by the Constructing Company under paragraph 6 above).
11. When placing additional facilities on jointly occupied poles, the Company placing the additional facilities will place any additional anchorage required due to the added facilities. If the new anchor is to be jointly owned by both Companies, the constructing Company will bill the other Company its share of the then Current Flat Rate Billing Schedule of the new anchor. If it removes its guy strands from an existing joint anchor, it will sell remaining one-half interest to the other Company based on the then Current Flat Rate Billing Schedule. If an anchor is to be abandoned, both Companies will remove their own guy strands from the existing anchor. The anchor rods will be removed by the last Company to remove its guy strand at no cost to the other Company.
12. The necessity for the use of guy shields shall be determined at the time of coordination and, when necessary, shall be placed at the sole expense of the constructing Company.

APPROVED:

MERRIMACK COUNTY TELEPHONE COMPANY

BY: *T. E. Vollette*TITLE: ~~Manager~~ Plant Supt.DATE: Nov. 17, 1981

APPROVED:

CONCORD ELECTRIC COMPANY

BY: *Walter K. Pardon*TITLE: PresidentDATE: NOV 10 1981

INTERCOMPANY OPERATING PROCEDURE #8

CONCORD ELECTRIC COMPANY  
and  
MERRIMACK COUNTY TELEPHONE COMPANY

WORK ON JOINT POLES

EFFECTIVE DATE January 1, 1982

This Intercompany Operating Procedure covers work on Joint Poles between the two companies.

Under the Joint Ownership Agreement dated August 1, 1979 , Articles 5 and 7 deal with placing, maintaining and transferring attachments. They include the provision that each Company shall place and maintain its own attachments in accordance with the requirements of the National Electrical Safety Code and other applicable codes.

This I.O.P. is issued to emphasize the need to observe this requirement on the part of both Companies; each Company shall perform its work promptly and in such a manner as not to interfere with the service of the other Company. As examples; the placing and tensioning of telephone cable strand, if not done properly, might cause the tops of jointly occupied poles to move thereby creating a problem with Concord Electric Company wire ties; the placing and tensioning of electric conductors and tensioning of guy strands, if not done properly, might cause telephone guy strands to become slack.

The construction methods employed by each Company must take into account what effect they could have on the other Company's facilities.

APPROVED:

MERRIMACK COUNTY TELEPHONE COMPANY

BY: 

TITLE: ~~MERRIMACK~~ Plant Supt.

DATE: Nov. 17, 1981

APPROVED:

CONCORD ELECTRIC COMPANY

BY: 

TITLE: President

DATE: NOV 10 1981

INTERCOMPANY OPERATING PROCEDURE #9

CONCORD ELECTRIC COMPANY  
and  
MERRIMACK COUNTY TELEPHONE COMPANY

TERMINATION OF THE JOINT OWNERSHIP  
AND USE OF A POLE OR ANCHOR

EFFECTIVE DATE January 1, 1982

1. The Licensee may at any time abandon the use of a Jointly Used pole by giving due notice thereof in writing to the Owner and by removing therefrom any and all attachments it may have thereon.
2. If either party desires at any time to abandon a Jointly Owned pole or anchor, the abandoning party shall give the other party notice in writing to that effect, not less than sixty (60) days prior to the date on which it intends to abandon such pole or anchor, and offer to sell its interest to the other party. The other party shall reply to the above notice in ten (10) days and state if it desires to continue the use of such pole or anchor. If it does, it shall, upon the removal of all of the attachments of the party abandoning the pole or anchor, assume sole ownership of such pole or anchor, and shall thereafter save harmless the party abandoning the pole from all obligation under Article 14 of the Agreement, except with respect to injuries or damages resulting from incidents which occurred prior to the abandonment. The remaining party shall pay to the abandoning party a sum equal to its interest in the Then Value for the length and class of a pole required for the remaining party's use based on the percent condition of the pole(s) involved. The abandoning party may prepare a Bill of Sale for the pole(s) to be transferred to the remaining party.
3. In no case shall the pole size required for the remaining party's use, in paragraph 2 above, be considered as less than a 25' pole.
4. In the event that such poles, in paragraph 2 above, are also occupied by a third company, the requirements of the remaining company shall be established assuming the third company's attachments are at a point on the pole which will provide minimum clearance to the ground and to the remaining company in accordance with the National Electrical Safety Code.
5. If both parties, at the same time, abandon any Jointly Owned or Jointly Used pole, each party shall at its own expense remove its attachments.

TERMINATION OF THE JOINT OWNERSHIP  
AND USE OF A POLE OR ANCHOR

The last party to remove its attachments shall also remove the pole and anchor, if any. The cost of removal of said poles, and the salvage value thereof, if any, shall be divided between the parties in accordance with their ownership interests in the pole.

APPROVED:

MERRIMACK COUNTY TELEPHONE COMPANY

BY: TE ViletoTITLE: ~~Manager~~ Plant Supt.DATE: Nov. 17, 1981

APPROVED:

CONCORD ELECTRIC COMPANY

BY: Walter K. MarshallTITLE: PresidentDATE: NOV 10 1981

INTERCOMPANY OPERATING PROCEDURE #10

CONCORD ELECTRIC COMPANY  
and  
MERRIMACK COUNTY TELEPHONE COMPANY

REMOVAL AND SALVAGE OF POLES

EFFECTIVE DATE January 1, 1982

The company to remove the pole shall be determined at the time of coordination. This determination should be made in a way that permits each company to remove an equitable number of poles while taking into consideration the practicality of the pole removal by the last party to transfer its attachments.

Poles that are suitable for salvage will also be determined at the time of coordination. In making this determination the following guidelines shall be used:

- a. Full length treated poles 13 years old or less, based on date of fabrication shall be considered to be salvable if they show no evidence of shell rot, internal decay, weather checking, excessive damage due to repeated climbing or mechanical damage.
- b. Poles as specified in "a" above will only be salvaged if located so work is economically feasible (i.e. poles located a considerable distance off the highway shall not be considered as candidates for salvage).
- c. Poles as specified in "a" above shall not be considered salvable if the location of the wires and cables of both companies make salvage work economically unfeasible.

Payments for pole removals shall be made at the rates specified in the current Flat Rate Billing Schedule.

Payments for the salvage of poles will be made at the rates specified in the current Flat Rate Billing Schedule for poles that are actually salvable and for poles as specified below:

- a. If a line foreman finds upon actual removal a pole that was deemed suitable for salvage to be defective and therefore should not be salvaged, salvage credit will still be allowed.



REMOVAL AND SALVAGE OF POLES

6. Salvaged poles determined to be suitable for reuse will be returned to the pole stockyard and when necessary reconditioned by the application of a ground line treatment. These poles when placed back in service will be installed at 100% condition for the purpose of inter-company billing.

APPROVED:

MERRIMACK COUNTY TELEPHONE COMPANY

BY: TITLE: ~~Manager~~ Plant Supt.

DATE: Nov. 17, 1981

APPROVED:

CONCORD ELECTRIC COMPANY

BY: 

TITLE: President

DATE: NOV 10 1981

CONCORD ELECTRIC COMPANY  
and  
MERRIMACK COUNTY TELEPHONE COMPANY

EFFECTIVE DATE January 1, 1982

The Power Company will bill the Telephone Company its share of the cost for the placement of extra length pole top pins as specified in the current Flat Rate Billing Schedule.

MERRIMACK COUNTY TELEPHONE COMPANY

BY: 1 E Kofuko

TITLE: ~~maxxper~~ Plant Supt.

DATE: Nov. 17, 1981

CONCORD ELECTRIC COMPANY

BY: \_\_\_\_\_

TITLE: President

DATE: NOV 10 1931

INTERCOMPANY OPERATING PROCEDURE #12

CONCORD ELECTRIC COMPANY  
and  
MERRIMACK COUNTY TELEPHONE COMPANY

POLE (VERTICAL) GROUNDS AND BONDING

EFFECTIVE DATE: January 1, 1982

Pole (vertical) grounds and bonds between the Telephone Company cable strand and the Power Company multi-grounded neutral will be provided as follows:

- A. For the purpose of this Intercompany Operating Procedure, the following definitions will apply:
1. Pole (vertical) grounds - Will consist of a 7-8 inch diameter copper plate attached to the pole butt or an 8' x 5/8" copperplated galvanized steel ground rod or two 5' x 5/8" sectional copperplated or galvanized rods coupled together and driven as one rod, driven in the ground vertically, full length, except where rock bottom is encountered, at a point not less than 12 inches from the butt of the pole with the head of the ground rod not less than 3 inches under the surface of the earth. A bare ground wire will be attached securely with static-proof staples to the quarter of the pole away from the flow of traffic and covered with molding for a minimum distance of 8 feet above the earth surface. Ground wires will have a minimum conductivity equivalent to #6 copper conductor, and will be connected to the butt plate or ground rod at one end and to the neutral wire of the Power Company's multi-grounded system at the other end.
  2. Bond - Will have a minimum conductivity of #6 copper conductor connected to the Telephone Company cable-strand or to its open wire, C rural wire or multiple wire protectors at one end and to the Power Company's multi-grounded system neutral, or to a vertical pole ground which in turn is connected to the Power Company's multi-grounded system neutral, at the other end.
- B. No intercompany billing is required with this Intercompany Operating Procedure.
- C. Pole grounds - new construction; the two companies will coordinate their respective requirements for pole grounds. The Company installing the joint pole will also furnish and install all pole grounds at such locations as required by both companies or solely by either Company.
- D. Pole grounds - existing poles.
1. When replacing an existing pole on which there is a pole ground, the Company setting the new pole will furnish and install a new pole ground.
  2. When replacing an existing pole on which there is no pole ground, the Company setting the new pole will furnish and install a new pole ground if the other Company requests one at the time the pole replacement is coordinated or one is required by the placing company.

POLE (VERTICAL) GROUNDS AND BONDING

3. Any pole ground to be added to an existing pole will be installed by the Company requiring such ground.
- E. Any pole grounds installed by the Telephone Company under C and D above will be extended to the top of its assigned space with sufficient length of conductor for connection to the Power Company's multi-grounded system neutral.
- F. Bonds between Telephone Company cable strand or protectors associated with C. rural, multiple or open wire, and Power Company's multi-grounded system neutral:
1. If required at a location where there is a pole ground, the Telephone Company will provide the bonding conductor and make the connection to both the strand or protector and the pole ground.
  2. If no pole ground is present and is not required by the Telephone Company, it will provide a sufficient length of conductor for connection to the Power Company's multi-grounded system neutral and will connect one end to the strand or protector.
  3. If no pole ground is present and one is required by the Telephone Company, the provisions of D-3 above will apply.
- G. In all cases, the connection of either a pole ground or a bonding conductor to the Power Company's multi-grounded system neutral will be done by the Power Company within thirty (30) days of receipt of written notice.
- H. A pole ground will be maintained by the Company that maintains the pole, except that the Power Company will maintain all pole grounds above the Telephone Company space regardless of maintenance areas.
- I. This Intercompany Operating Procedure is applicable to joint occupancy of pole lines supporting Power Company facilities in the 0 to 60 KV range only. Joint occupancy with higher voltages, if encountered, will be subject to special consideration.

APPROVED:

MERRIMACK COUNTY TELEPHONE COMPANY

BY: *T. J. Violette*TITLE: Manager Plant Supt.DATE: Nov. 17, 1981

APPROVED:

CONCORD ELECTRIC COMPANY

BY: *Wm. R. Marshall*TITLE: PresidentDATE: NOV 10 1981

INTERCOMPANY OPERATING PROCEDURE #13

CONCORD ELECTRIC COMPANY  
and  
MERRIMACK COUNTY TELEPHONE COMPANY

REQUEST TO TRANSFER CONSTRUCTION AND/OR  
REQUEST TO ATTACH BOND OR  
VERTICAL GROUND TO MULTI-GROUNDED NEUTRAL

EFFECTIVE DATE: January 1, 1982

1. Upon completion of pole and/or anchor work that necessitates transfer notices, the constructing Company shall issue a Request to Transfer Construction form to the other Company and to any other parties involved, such as the Municipality and/or Cable Television Companies.
  - a. Transfer notices originated by the Electric Company; two copies will be sent to the appropriate Manager-Outside Plant of the Telephone Company. Upon completion of the work, Telephone Company will return one copy to the originator.
  - b. Transfer notices originated by the Telephone Company; two copies will be sent to the appropriate office of the Electric Company. Upon completion of the work the Electric Company will return one copy to the originator.
  - c. In the event that the last co-owner to transfer has difficulty in getting other attachees to transfer their construction, it shall solicit the assistance of the other owner. The two owners shall then cooperate in getting the other attachees to do their work promptly.
2. When the Telephone Company has completed its work on a pole (vertical) ground or bond that is to be connected to the Electric Company's multi-grounded neutral, as indicated in the Intercompany Operating Procedure on Pole (vertical) Grounds and Bonding, Telephone Company will send two copies of a request to connect to the M.G.N. to the appropriate office of the Electric Company. Upon completion of the work the Electric Company will return one copy to the originator.

APPROVED:

MERRIMACK COUNTY TELEPHONE COMPANY

BY: 

TITLE: Manager Plant Supt.

DATE: Nov. 17, 1981

APPROVED:

CONCORD ELECTRIC COMPANY

BY: 

TITLE: President

DATE: NOV 10 1981

INTERCOMPANY OPERATING PROCEDURE #14

CONCORD ELECTRIC COMPANY  
and  
MERRIMACK COUNTY TELEPHONE COMPANY

STREET SIDE COMMUNICATION ATTACHMENTS

EFFECTIVE DATE January 1, 1982

The Electric Company and the Telephone Company agree that the Telephone Company may locate its cable strands, and other longitudinal runs of paired conductors, on either or both sides of jointly owned poles in the Telephone Company's assigned space as follows:

- A. They may be located on the street side of poles where street lamps, supply vertical runs, or other supply attachments in or below communication space on the street side of the pole is unlikely, and where the proposed construction is agreed to by the parties concerned. Due regard must be given to the avoidance of frequent crossovers from one side of the pole to the other.
- B. They may be located on the alley side in alleys where poles are located close to buildings.

The above attachments shall have a minimum vertical spacing of one (1) foot at the pole, and be confined to no more than four (4) strands per pole. Where difficulties would be encountered by the Electric Company in the installation or removal of a pole, due to Telephone Company attachments on both sides of the pole, the two Companies shall cooperate in the execution of the work involved. Where such difficulties are encountered there will be no intercompany billing for any increased costs that may be experienced by either Company when it is necessary for each Company to have a crew to facilitate the placement or removal of joint poles.

Intercompany billing will be in accordance with the appropriate Flat Rate Billing Schedule for the work operations involved.

It is not the intent of this Intercompany Operating Procedure to include the setting of poles for the sole purpose of rearranging cables or strand from one side of the pole to the other.

APPROVED:

APPROVED.

MERRIMACK COUNTY TELEPHONE COMPANY

CONCORD ELECTRIC COMPANY

BY: 

BY: 

TITLE: ~~Manager~~ Plant Supt.

TITLE: President

DATE: Nov. 17, 1981

DATE: NOV 10 1981

INTERCOMPANY OPERATING PROCEDURE #15

CONCORD ELECTRIC COMPANY  
and  
MERRIMACK COUNTY TELEPHONE COMPANY

UNAUTHORIZED ATTACHMENTS

EFFECTIVE DATE January 1, 1982

The purpose of this Intercompany Operating Procedure is to establish a method for computing equitable prices for the purchase of a fifty percent (50%) interest in poles owned by one company when the other company has unauthorized attachments on them. Included are associated anchors when the company with the unauthorized attachments has a requirement for such anchors. The requirement for anchors shall be determined from the current "Anchors" Inter-company Operating Procedure #7.

Charges for unauthorized Electric Company attachments to Telephone Company poles and anchors, when involved, shall be computed on an individual basis as follows:

- A. Determine the date the unauthorized attachment was made and, using this date, determine the depreciated value (50%) of the pole and anchor based on the prices in the current Flat Rate Billing Schedule.
- B. Determine the annual carrying charge by multiplying the amount in "A" above by the Telephone Company's annual carrying charge percentage.
- C. Determine the total carrying charges by multiplying the figure derived in "B" above by the number of years the unauthorized attachment has existed.
- D. The total charge is the amount determined in "A" plus the amount determined in "C" plus an administration charge of \$14.00.

Charges for unauthorized Telephone Company attachments to Electric Company poles and anchors when involved will be computed as follows:

NOTE: Basic to the computation of the Electric Company's charges is the inventory by them of their poles every three years and accomplished by inventorying 1/3 of them each year. From this it follows that any unauthorized Telephone Company attachment found would not have been in place over three (3) years.

The following steps shall be followed in computing pole purchase prices. •

- A. For a pole placed in the current calendar year, on which an unauthorized attachment has been found, the purchase price for 1/2 interest shall be 1/2 the current flat rate price plus a fixed administrative cost (cost of inspection and billing).

- B. For a pole placed in other than the current year, on which an unauthorized attachment has been found, the purchase price shall be computed as follows:
1. One-half the average depreciated current flat rate price of a pole as if placed in one of the three (3) years prior to the current year plus,
  2. One-half the present worth of the total carrying charges on one-half of the current flat rate price of a pole depreciated for each of the three years prior to the current year plus,
  3. A fixed administration cost.

NOTE: In #2 above, the carrying charge is computed by using the Electric Company's annual carrying charge percentage. The factors for computing the present worth of the carrying charges are based on the Electric Company's rate of return percentage.

Sample Calculation - Pole Price

Assume a 30' pole with a current flat rate price value of \$212.00. An Electric Company annual carrying charge percentage of 24.95%, a rate of return of 11.0% on net plant, and an administrative cost of \$14.00.

<u>One-half Flat Rate Pole Price</u>		<u>Carrying X Charge (%)</u>		<u>Carrying Charge X</u>	<u>Present Worth Factor</u>		<u>Present Worth of Carrying Charge</u>
Depreciated 1 yr.	\$103.00	X 24.95%	=	\$25.70	X 1.0	=	\$25.70
Depreciated 2 yr.	100.00	X 24.95%	=	24.95	X 1.105	=	27.57
Depreciated 3 yr.	96.00	X 24.95%	=	23.95	X 1.221	=	29.24
Total Present Worth of Carrying Charge for Three Year Period							= \$82.51
One-half of present worth of carrying charge for 3 yr. period							= \$82.51 ÷ \$41.25
Average vlaue of pole for							
three year period = (103.00 + 100.00 + 07.00) ÷ 3							= \$99.67
Administrative Charge							= <u>14.00</u>
TOTAL COST							\$154.92

Anchor purchase prices for existing anchors associated with poles billed for unauthorized attachments and required as described in the current ANCHORS IOP #7, shall be billed as per the current Flat Rate Billing Schedule.



Purchase prices for poles found to have unauthorized attachments are listed in Attachment #1, which is made a part of this IOP. Attachment #1 will be updated each time the FLAT RATE BILLING SCHEDULE is updated.

APPROVED:

MERRIMACK COUNTY TELEPHONE COMPANY

BY: TEV [Signature]TITLE: ~~MERRIMACK~~ Plant Supt.DATE: Nov. 17, 1981

APPROVED:

CONCORD ELECTRIC COMPANY

BY: [Signature]TITLE: PresidentDATE: NOV 10 1981

UNITIL ENERGY SYSTEMS, INC.  
AND  
MERRIMACK COUNTY TELEPHONE COMPANY

## UNAUTHORIZED ATTACHMENT BILLING SCHEDULE

EFFECTIVE DATE: AUGUST 1, 2002

Schedule for purchase of half interest in poles and anchors of the Unitil Energy Systems, Inc.  
to which the Telephone Company has unauthorized attachments.

POLES PLACED IN  
CURRENT YEAR

<u>Size</u>	<u>Price</u>
25'	\$540.00
30'	\$540.00
35'	\$624.00
40'	\$708.00
45'	\$764.00
50'	\$820.00
55'	\$962.00

POLES PLACED PRIOR TO  
CURRENT YEAR

<u>Size</u>	<u>Price</u>
25'	\$762.00
30'	\$762.00
35'	\$882.00
40'	\$1,004.00
45'	\$1,084.00
50'	\$1,164.00
55'	\$1,368.00

Anchor price as per current Flat Rate Billing Schedule.

APPROVED:

MERRIMACK COUNTY TELEPHONE  
COMPANY

By:

Title:

Date:

*Michael J. White*  
General Manager  
2/10/04

APPROVED:

UNITIL ENERGY SYSTEMS, INC.

By:

Title:

Date:

*Robert A. Comer*  
DIRECTOR, OPER. SERVICES  
2/4/05

CALCULATION SHEET

The following calculations are for determining the cost of purchasing half interest in poles placed prior to 2002 on which unauthorized attachments have been found.

Assumptions:

Electric Company Annual Carrying Charge Percentage	36.08%
Rate of Return of	11.70%
Administrative Cost of	\$36.00

	<u>Pole Price</u>		<u>C. C. %</u>		<u>C. C.</u>		<u>P. W. Factor</u>		<u>P. W. of C. C.</u>
					<u>25' Poles</u>				
2001	489.00	x	36.08	=	155.55	x	1.0000	=	\$155.55
2000	474.00	x	36.08	=	150.78	x	1.1170	=	\$168.42
1999	459.00	x	36.08	=	146.01	x	1.2340	=	\$180.17
									<u>\$504.15</u>

Present Worth of C. C.	\$252.07
Average Value of Pole	\$474.00
Administrative Charge	\$36.00
Total Cost of 25' Pole	<u>\$762.07</u>

					<u>30' Poles</u>				
2001	489.00	x	36.08	=	155.55	x	1.0000	=	\$155.55
2000	474.00	x	36.08	=	150.78	x	1.1170	=	\$168.42
1999	459.00	x	36.08	=	146.01	x	1.2340	=	\$180.17
									<u>\$504.15</u>

Present Worth of C. C.	\$252.07
Average Value of Pole	\$474.00
Administrative Charge	\$36.00
Total Cost of 30' Pole	<u>\$762.07</u>

					<u>35' Poles</u>				
2001	569.00	x	36.08	=	181.00	x	1.0000	=	\$181.00
2000	552.00	x	36.08	=	175.59	x	1.1170	=	\$196.14
1999	534.00	x	36.08	=	169.87	x	1.2340	=	\$209.61
									<u>\$586.75</u>

Present Worth of C. C.	\$293.37
Average Value of Pole	\$551.67
Administrative Charge	\$36.00
Total Cost of 35' Pole	<u>\$881.04</u>

## CALCULATION SHEET

	Pole Price	C. C. %	C. C.	P. W. Factor	P. W. of C. C.
			40' Poles		
2001	652.00 x	36.08 =	207.40 x	1.0000 =	\$207.40
2000	632.00 x	36.08 =	201.04 x	1.1170 =	\$224.56
1999	612.00 x	36.08 =	194.68 x	1.2340 =	\$240.23
					\$672.19

Present Worth of C. C.	\$336.10
Average Value of Pole	\$632.00
Administrative Charge	\$36.00
Total Cost of 40' Pole	<u>\$1,004.10</u>

[illegible]

Present Worth of C. C.	\$363.74
Average Value of Pole	\$684.00
Administrative Charge	\$36.00
Total Cost of 45' Pole	<u>\$1,083.74</u>

[illegible]

Present Worth of C. C.	\$391.57
Average Value of Pole	\$736.33
Administrative Charge	\$36.00
Total Cost of 50' Pole	<u>\$1,163.91</u>

[illegible]

Present Worth of C. C.	\$462.49
Average Value of Pole	\$869.67
Administrative Charge	\$36.00
Total Cost of 55' Pole	<u>\$1,368.16</u>

INTERCOMPANY OPERATING PROCEDURE #16

CONCORD ELECTRIC COMPANY  
and  
MERRIMACK COUNTY TELEPHONE COMPANY

INSPECTION AND TREATMENT OF STANDING POLES

EFFECTIVE DATE January 1, 1982

The purpose of this Intercompany Operating Procedure is to provide a uniform practice by both Companies for the inspection and treatment of jointly owned poles in order to lengthen the life of pole plant and obtain mutual benefits for each Company.

- A. Initially all joint poles shall be inspected at or before the age of 20 years. Poles shall be re-inspected at intervals not to exceed 10 years.
- B. Each Company shall be responsible for the inspection and treatment of all jointly owned poles within their respective maintenance areas. Within each maintenance area all such poles shall be inspected and treated in accordance with that respective Company's standards, specifications or procedures. Inspection and treatment may be performed by company employees or authorized agents or contractors.
- C. The cost of inspection and treatment shall be borne individually by each Company for their respective maintenance areas.

APPROVED:

MERRIMACK COUNTY TELEPHONE COMPANY

BY: 

TITLE: ~~Manager~~ Plant Supt.

DATE: Nov. 17, 1981

APPROVED:

CONCORD ELECTRIC COMPANY

BY: 

TITLE: President

DATE: NOV 10 1981

INTERCOMPANY OPERATING PROCEDURE #17

CONCORD ELECTRIC COMPANY

and

MERRIMACK COUNTY TELEPHONE COMPANY

JOINT TRIMMING

EFFECTIVE DATE: January 1, 1982

The purpose of this Intercompany Operating Procedure is to establish a definite method of allocating the costs of trimming and any related basal ground spraying of tree and brush stumps associated with the construction and maintenance of a joint pole line.

Construction Trimming

- A. Initial trimming will be performed under one of the following two categories:
  - (1) Roadside, i.e. those locations where the pole setting can be done with equipment that is being operated on a travelled way, either a public highway or a private way, as illustrated in Attachment No. 1 and Attachment No. 2, which are made a part of this Intercompany Operating Procedure.
  - (2) Off Road, i.e. those locations on a right-of-way where the pole setting equipment must operate within the right-of-way, as illustrated in Attachment No. 3, which is made a part of this Intercompany Operating Procedure.
- B. There will be two divisions of trimming costs for "roadside" trimming; and two for "off road" trimming. These divisions of costs represent a "weighted average" of the varying conditions that are encountered, including different types of construction used by the two Companies.
- C. Division of trimming costs:
  - (1) For "roadside" trimming, the Power Company will pay 60% and the Telephone Company will pay 40% of the trimming costs to meet the requirements shown in Attachments No. 1 and No. 2, illustration 1A or 2A as applicable. When additional trimming is required by the Power Company as shown in Attachments No. 1 and No. 2, illustration 1B and 2B, the Power Company will pay 67% and the Telephone Company will pay 33% of the total trimming costs.
  - (2) For "off road" trimming, each Company will pay 50% of the cost of clearing a ten (10) foot swath, five (5) feet on each side of the centerline of the pole line, as shown in Attachment No. 3, illustration 3A. If unusual conditions are encountered that would make it impracticable to operate pole setting equipment in

a 10' swath, i.e. obstructions such as boulders, etc., a wider swath shall be cleared and the costs shared equally by mutual agreement. When additional trimming is required by the Power Company as shown in Attachment No. 3, illustration 3B, the Power Company will pay 67% and the Telephone Company will pay 33% of the total trimming costs.

- D. Arrangements for joint trimming will normally be made by the Company constructing the line.

#### Maintenance Trimming

- A. Each Company may perform cyclical maintenance trimming on a sole basis.
- B. The topping of dead or hazardous trees or removal of overhanging limbs will be considered separately; and, following any cost participation negotiated with municipalities or other parties involved, the remaining cost will be shared equally between the Companies.
- C. The cost of trimming in connection with increased pole height, at the time of replacement, shall be borne as follows:
- (1) Mutual Benefit Replacement - Power Company - 50%  
Telephone Company - 50%
  - (2) Sole Benefit Replacement - Full cost to be borne by the party for whose benefit the pole is replaced.
- D. Heavy storm work, such as hurricanes and ice storms, will be handled jointly by the Companies. Agreement should be reached by field representatives of the two Companies as soon as practicable, after each major storm, to determine which lines and to what extent each Company will participate, notwithstanding any participation by other parties.

It is not the intent of this paragraph to assume the cost responsibilities that should be borne by the town and/or municipality to provide access to restoration areas.

#### Chemical Treatment

- A. The cost of basal ground spraying of tree and brush stumps at the time of ground trimming and chemical treatment shall be borne at the same percentage as that which is applied to the construction trimming cost.

#### Administration

- A. Each Company will annually furnish the other Company with a list of its approved trimming contractors.
- B. When the trimming costs billed to the other Company does not exceed \$1,000 for any one job, it may be done under the annual approved minor contracts. Bids must be solicited from three approved contractors when the cost billed to the other Company exceeds \$1,000.

For example:

Assume: 50/50 Cost Sharing  
Total Cost - \$3,000  
Telephone Cost - \$1,500  
Power Cost - \$1,500  
Solicited Bids Required

Assume: 50/50 Cost Sharing  
Total Cost - \$1,200  
Telephone Cost - \$600  
Power Cost - \$600  
Approved Minor Contract

- C. For work done by mutually approved contractors, the contractor will bill each Company separately for its share of the trimming costs. Bills rendered by the contractor to each Company will show the total cost of the job and the percentage and cost billed to the other Company.
- D. For work done by a contractor that is not on both Company's list of approved contractors, the constructing Company will pay the full cost of the trimming bill and then bill the other Company its share of the total cost. Such bill shall be accompanied by a copy of the contractor's bill.
- E. The full cost of any uncoordinated trimming shall be borne by the Company that arranged for same. This section will not conflict with the other Intercompany Operating Procedures.
- F. The maintaining Company will notify the other Company before the contract is awarded as to name of contractor, price quoted and expected starting date.

APPROVED:

MERRIMACK COUNTY TELEPHONE COMPANY

BY:

TITLE: ~~Manager~~ Plant Supt.

DATE: Nov. 17, 1981

APPROVED:

CONCORD ELECTRIC COMPANY

BY:

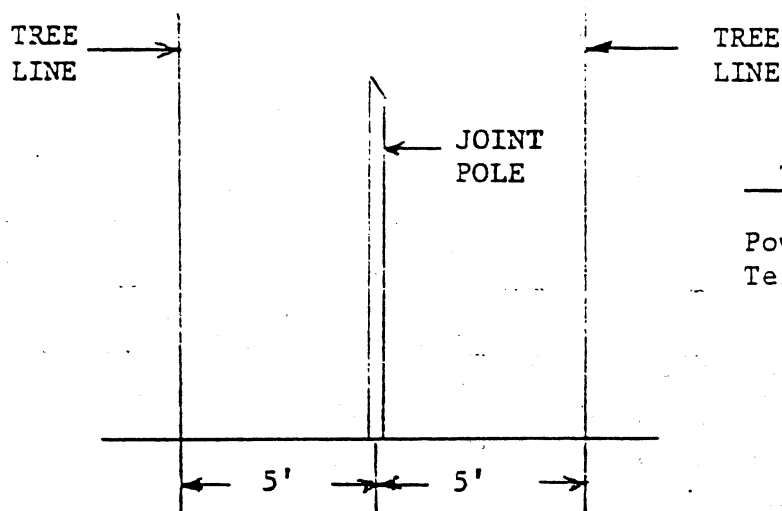
TITLE: President

DATE: NOV 10 1981



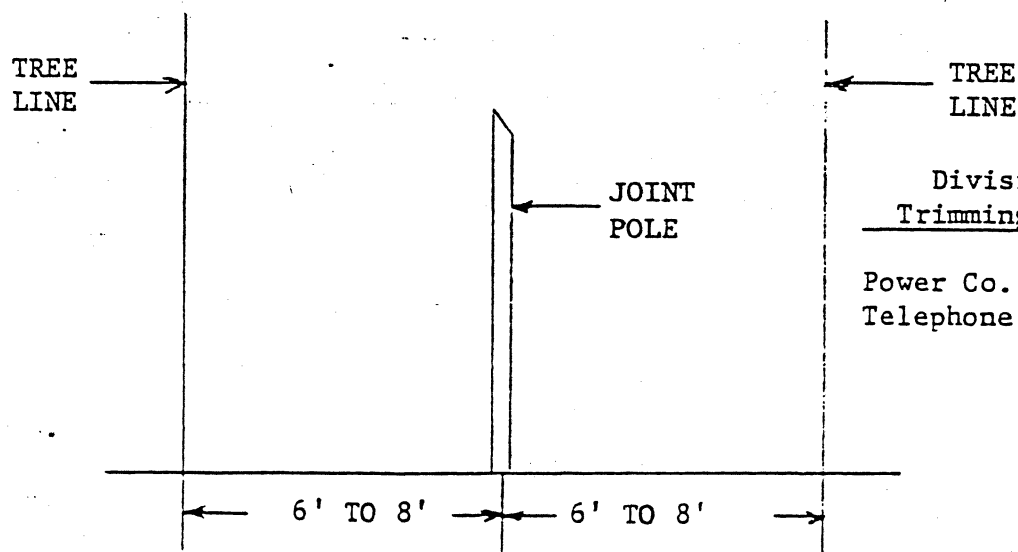
CONSTRUCTION TRIMMINGOFF ROAD (R.O.W.) TRIMMING

- A. Poles located on a right-of-way where the pole setting equipment must operate within the right-of-way.



Division Of  
Trimming Costs

Power Co. - 50%  
Telephone Co. - 50%

ILLUSTRATION #3A

Division Of  
Trimming Costs

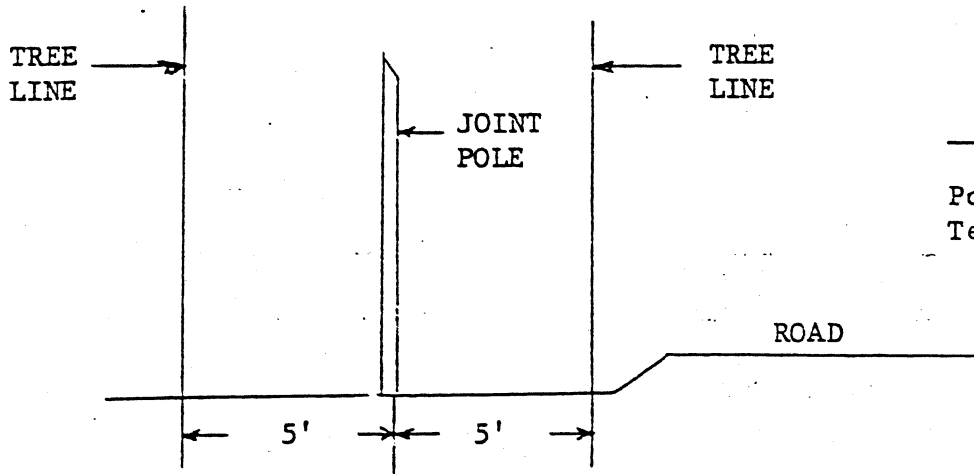
Power Co. - 67%  
Telephone Co. - 33%

ILLUSTRATION #3B

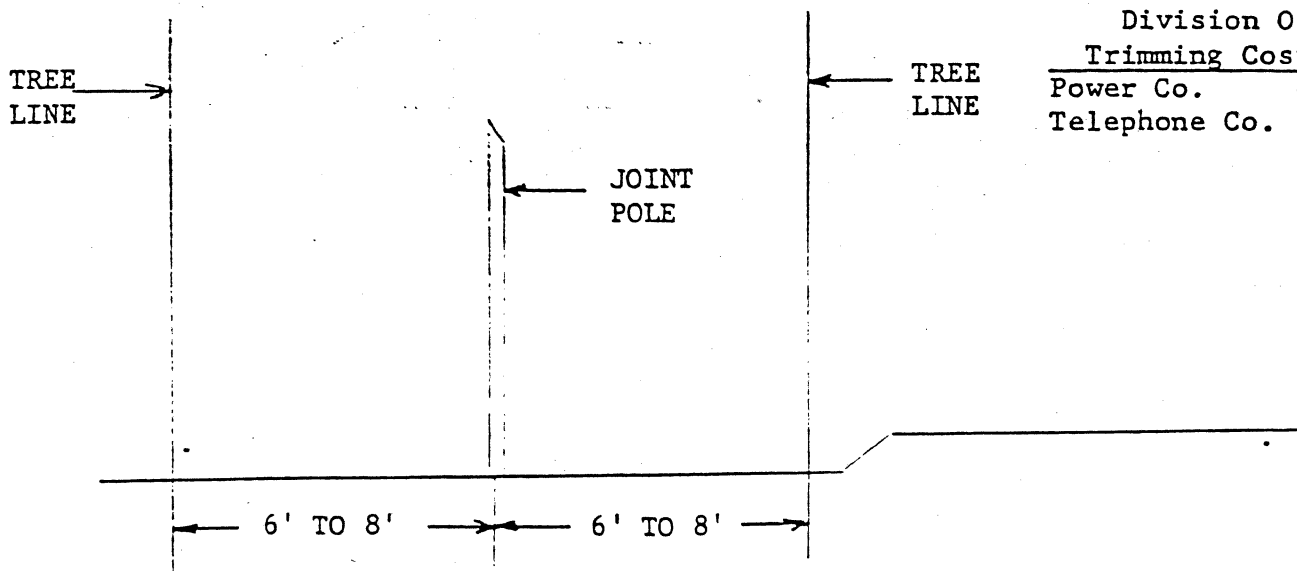
In both of the above illustrations, either Company's construction may be either horizontal or vertical. The type of construction will not affect the division of trimming costs.

CONSTRUCTION TRIMMINGROAD TREE LINE REMAINING

- B. Poles located off the travelled way, either highway or private way; pole locations are such that they can be reached and worked on from the road, but the distance from the edge of the road to the centerline of the pole line is such that the entire distance will not be cleared of trees and brush.



Division Of Trimming Costs	
Power Co.	- 60%
Telephone Co.	- 40%

ILLUSTRATION #2A

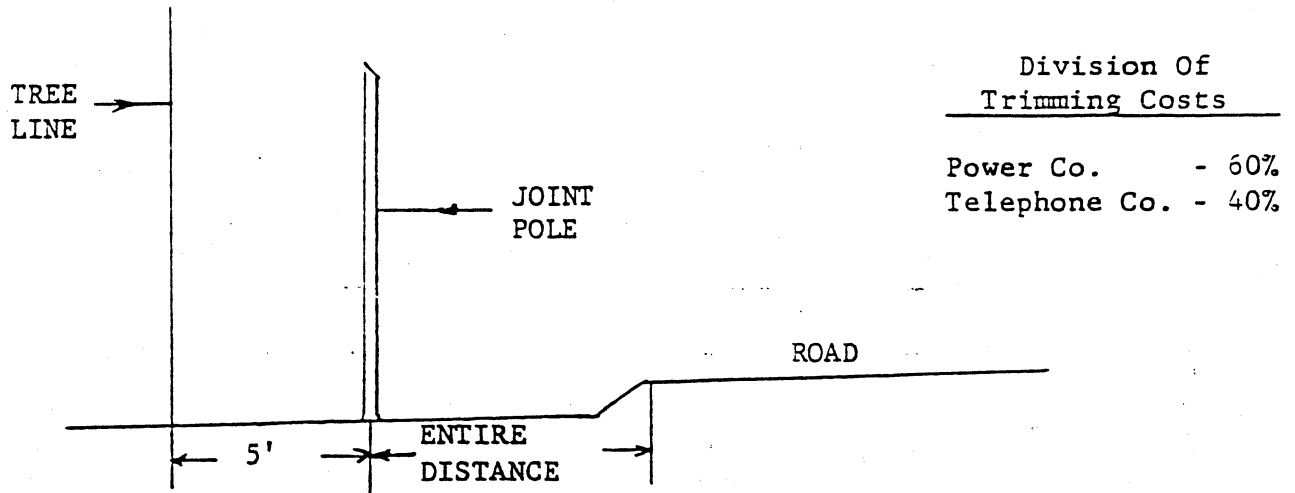
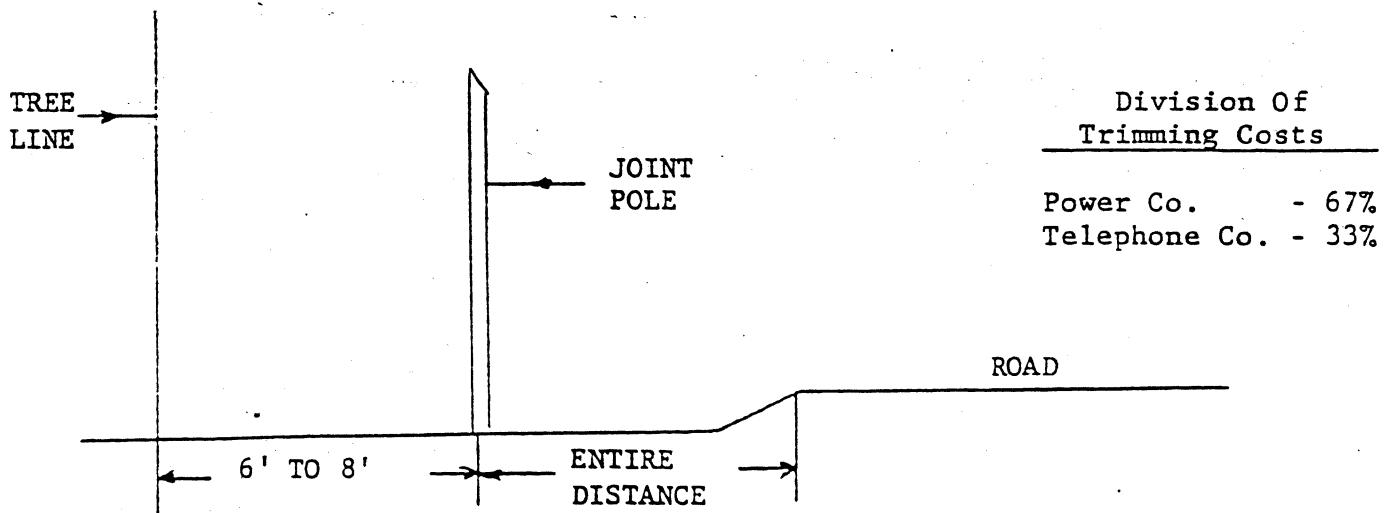
Division Of Trimming Costs	
Power Co.	- 67%
Telephone Co.	- 33%

ILLUSTRATION #2B

In both of the above illustrations, either Company's construction may be either horizontal or vertical. The type of construction will not affect the division of trimming costs.

CONSTRUCTION TRIMMINGROADSIDE TRIMMING

A. Pole located at edge of travelled way, either highway or private way.

ILLUSTRATION #1AILLUSTRATION #1B

In both the above illustrations, either Company's construction may be either horizontal or vertical. The type of construction will not affect the division of trimming costs.

INTERCOMPANY OPERATING PROCEDURE #18

CONCORD ELECTRIC COMPANY  
and  
MERRIMACK COUNTY TELEPHONE COMPANY

RIGHTS-OF-WAY, EASEMENTS AND LICENSES

EFFECTIVE DATE: January 1, 1982

1. DEFINITIONS

A. For the purposes of this I.O.P. the following definitions apply:

1. Right-of-Way - a legal right of passage across, over and/or under another person's realty. (May be an easement, a license, or a permit).
2. Easement - an interest in realty owned by another that entitles its holder to a specific use or enjoyment of the realty or a portion thereof.

2. EXISTING LINES

The Company acquiring an interest in existing poles shall, with the necessary cooperation of the other Company, unless otherwise agreed, secure necessary rights-of-way, easements, and licenses from property owners and public authorities.

3. NEW LINES

- A. The Company erecting new joint poles and anchors shall, with the necessary cooperation of the other Company, unless otherwise agreed, secure necessary rights-of-way, easements, and licenses from property owners and public authorities. All such rights obtained by either Company shall be in the joint names of both Companies. Where possible, a blanket easement, right-of-way, or license will be obtained for all poles, anchors, guys and stubs. Where necessary, each Company shall obtain easements, rights-of-way and licenses for poles, anchors, guys and stubs required for sole use.
- B. Exceptions to the above are the crossing of State owned public waters and the crossing, or occupancy, of Railroad property or rights-of-way. In such instances, or similar ones, unless otherwise agreed, each Company will obtain whatever permits are necessary to fulfill its own requirements.
- C. An easement will not ordinarily be required for a pole line that is to be located on the property of the customer being served, or if the customer is a tenant of the owner of the property on which the pole line is to be located. If, however, such a pole line probably will be used or extended at a future date to supply other customers, permanent easements shall be obtained. It is the policy of both Companies not to make payment for these easements.

RIGHTS-OF-WAY, EASEMENTS AND LICENSES4. RECORDING AND RECORDING FEES

- A. All joint documents shall be recorded promptly, and a copy, where required, shall be furnished to the other Company.
- B. The recording fees for municipal grants, licenses, rights-of-way and private property easements will be paid by the Company obtaining same.

5. OTHER PAYMENTS

- A. Nominal payments paid to property owners for easements, etc. will be paid by the Company obtaining same.
- B. Payments other than "nominal", when mutually agreed in advance, will be shared equally by the two Companies.

6. FORMS

The attached form is accepted for joint use by each Company.

APPROVED:

MERRIMACK COUNTY TELEPHONE COMPANY

BY: TE VioletteTITLE: Manager Plant Supt.DATE: Nov. 17, 1981

APPROVED:

CONCORD ELECTRIC COMPANY

BY: Walter K. MarshallTITLE: PresidentDATE: NOV 10 1981

INTERCOMPANY OPERATING PROCEDURE #19

CONCORD ELECTRIC COMPANY  
and  
MERRIMACK COUNTY TELEPHONE COMPANY

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

EFFECTIVE DATE January 1, 1982

1. At the present time joint ownership and occupancy of poles will include Power Company facilities up to 60 KV phase-to-phase. Joint Ownership and occupancy of poles carrying power lines in the 20 to 60 KV class will be restricted to multi-grounded neutral power systems.
2. When either company desires to change the character of its circuits on jointly owned poles, such company shall normally give one hundred and twenty (120) days notice in writing to the other company of such contemplated change. In those cases where such notice is not possible, verbal notice shall be given followed by written notice, with continuing verbal communication and cooperation between the companies to meet service dates.
3. The companies shall then cooperate in determining (a) the conditions under which joint ownership may be continued on a mutually satisfactory basis, or (b) the most practical and economical method of providing for separate lines.
  - A. When joint ownership is to be continued with the higher voltage proposed by the Power Company, each company will, at its own cost, provide whatever protection is necessary on its own facilities to meet the requirements of the National Electrical Safety Code and its own specifications. Bonding and grounding will be done in accordance with the then current Intercompany Operating Procedure #12 on Pole (Vertical) Grounds and Bonding.
  - B. When separate lines are to be established, the company whose circuits are to be removed from the jointly owned poles shall promptly carry out the necessary work.
    - (1) When the company that wishes to change the character of its circuits remains on the existing poles, that company shall pay the company removing its circuits a sum equal to the then value of the removing company's interest in the jointly owned poles plus the value of the unexpired life of the facilities that are being removed from the old pole line plus the cost of removal minus the salvage value of the facilities that are being removed, as determined by the company removing its facilities.
    - (2) When the Company that wishes to change the character of its circuits is to remove its facilities from the existing poles, the company remaining on the existing poles shall acquire full interest in them in

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

accordance with the then current Intercompany Operating Procedure  
on Termination of the Joint Ownership and Use of a Pole and Anchor.

APPROVED:

MERRIMACK COUNTY TELEPHONE COMPANY

BY: TE Voleto

TITLE: ~~xxxxxx~~ Plant Supt.

DATE: Nov. 17, 1981

APPROVED:

CONCORD ELECTRIC COMPANY

BY: Walter K. Marshall

TITLE: President

DATE: NOV 10 1981

INTERCOMPANY OPERATING PROCEDURE #20

CONCORD ELECTRIC COMPANY  
and  
MERRIMACK COUNTY TELEPHONE COMPANY

BURIED CABLE SIGNS

EFFECTIVE DATE January 1, 1982

- A. Each Company grants permission to the other Company to install buried cable signs on poles that are solely owned by the Company having aerial construction. These signs can be installed under the following provisions:
1. Metal signs shall not be installed higher than three (3) feet above ground line and shall conform to the contour of the pole.
  2. Plastic signs shall not be installed higher than five feet (5') on the pole.
  3. When poles on which there are buried cable signs are replaced, the pole owner shall notify the owner of the sign that the pole has been replaced.
  4. The attachment of these signs is to be permitted without billing between companies.
- B. When both companies have aerial construction and the poles are jointly owned, and buried construction is also present, buried cable signs can be placed on the poles as outlined in A.1. and A.2. above.

APPROVED:

MERRIMACK COUNTY TELEPHONE COMPANY

BY: TE Violette

TITLE: ~~MERRIMACK~~ Plant Supt.

~~XX~~: DATE: Nov. 17, 1981

APPROVED:

CONCORD ELECTRIC COMPANY

BY: Donald K. Marshall

TITLE: President

BY: NOV 10 1981



INTERCOMPANY OPERATING PROCEDURE #21

CONCORD ELECTRIC COMPANY

and

MERRIMACK COUNTY TELEPHONE COMPANY

DIVISION OF COST AND EXPENSE

EFFECTIVE DATE January 1, 1982

1. The cost of erecting new and/or replacement poles and anchors to be jointly owned under this agreement shall be borne as follows, it being understood that such costs are to include any nominal cost of right-of-way required, the poles and/or anchors placed and the removal of abandoned poles if any (unless otherwise agreed upon by the parties hereto).
  - A. In the case of a standard joint pole or anchor, or a joint pole shorter than the standard, the cost shall be divided equally between the two parties.
  - B. In the case of a pole taller than the standard, the extra height of which is due wholly to the requirements of one party, such party shall bear the entire cost above the cost of erecting a standard pole and the balance equal to the cost of a standard pole shall also pay to the other a sum equal to one-half of the then value of the replaced pole, if any, and said party shall thereupon become the owner of the replaced pole and shall pay all costs of removing it and shall be entitled to its full salvage value, if any.
  - C. In the case of a pole taller than the standard, the extra height of which is due to the requirements of both parties, the cost shall be divided equally between them.
  - D. In the case of a pole taller than the standard, where a height in addition to that needed for the purpose of either or both of the parties hereto is necessary to meet the requirements of public authority (including the requirement for municipal space) or of property owners, the excess cost of such pole due to such requirements shall be divided equally between them; the rest of the cost of such pole shall be borne as suitably provided for in any of the preceding paragraphs A, B or C.
2. The division of costs outlined above are also applicable to acquiring joint ownership in existing solely owned poles that are suitable for joint occupancy.

DIVISION OF COST AND EXPENSE

APPROVED:

MERRIMACK COUNTY TELEPHONE COMPANY

BY:



TITLE: ~~XXXXXX~~ Plant Supt.

DATE: Nov. 17, 1981

APPROVED:

CONCORD ELECTRIC COMPANY

BY:



TITLE: President

DATE: NOV 10 1981

INTERCOMPANY OPERATING PROCEDURE #22

CONCORD ELECTRIC COMPANY  
and  
MERRIMACK COUNTY TELEPHONE COMPANY

FLAT RATE BILLING SCHEDULES

EFFECTIVE DATE January 1, 1982

The purpose of this Intercompany Operating Procedure is to establish Flat Rate Billing Schedules and a practice for their revision. Such schedules are referred to in various other Intercompany Operating Procedures.

- A. Flat Rate Billing Schedules effective on the above date shall be as indicated in the attached Schedule A and Schedule B which are made a part of this Intercompany Operating Procedure.
- B. Representatives of the two Companies will review the current Flat Rate Billing Schedules on or about March 1st of each year to determine if revisions are necessary.
- C. Insofar as practicable, each Company's average current costs shall be used to develop the average of both Companies costs which will be used as the new Flat Rate Billing prices. If current costs are not available, by mutual agreement an approximation of current costs may be developed through the use of the latest costs available and applicable cost index figures.
- D. If revised, Flat Rate Billing Schedules shall be based on the 12 months ending December 31 of the previous year and shall normally become effective April 1st of each year and shall remain in effect until again revised by mutual agreement.
- E. Flat rate billing prices specified on new or revised schedules will be put into use as follows:
  1. Work specified on Exchange of Notices dated on or after the effective date of the new or revised schedule will be billed at the new rates.
  2. Work specified on Exchange of Notices dated prior to the effective date of the new or revised schedule will be billed at the old rates.

APPROVED:

MERRIMACK COUNTY TELEPHONE COMPANY

BY: TE Volante

TITLE:

APPROVED:

CONCORD ELECTRIC COMPANY

BY: Walter K. [Signature]

TITLE:

President

UNITIL ENERGY SYSTEMS, INC.  
AND  
MERRIMACK COUNTY TELEPHONE COMPANY

FLAT RATE BILLING SCHEDULE

EFFECTIVE DATE: AUGUST 1, 2002

ITEM #1Set Pole - New or Identical Location

Full Rate

<u>25'</u>	<u>30'</u>	<u>35'</u>	<u>40'</u>	<u>45'</u>	<u>50'</u>	<u>55'</u>
\$1,008	\$1,008	\$1,174	\$1,344	\$1,456	\$1,566	\$1,850

ITEM #2Remove Pole - All Sizes

Full Rate

\$290

NOTE:

If a pole is cut to facilitate transfer work, the last party to remove its attachments is responsible for the removal of the cut-off section of the pole. The party who pulls the pole butt is entitled to pole removal costs.

ITEM #3Salvage Values

Full Rate

<u>25'</u>	<u>30'</u>	<u>35'</u>	<u>40'</u>	<u>45'</u>	<u>50'</u>	<u>55'</u>
\$104	\$104	\$148	\$193	\$233	\$262	\$338

NOTE:

No salvage shall be allowed on any cedar or chestnut poles. Salvage to apply only to full length treated poles, suitable for reuse. Full salvage to be allowed for reusable poles set up to and including 13 years. No salvage thereafter.

ITEM #4Anchors, Double/Triple Thimble, All Types and Sizes

Full Rate

\$298

ITEM #5Purchase and Sale of Existing Poles

Purchase price for existing poles shall be based on the flat rate price for new poles, allowing depreciation as follows:

Treated Pine and Full Length Treated Western Cedar - three percent per year.

Cedar or Chestnut - based on remaining life by inspection

FLAT RATE BILLING SCHEDULEITEM #6Miscellaneous

No extra charges are to be made for hard digging, blasting, sidewalk repairs or straightening of poles in connection with any of the above work on poles and anchors.

For billable items other than those included above, billing will be done on an actual cost basis.

ITEM #7Fiberglass Pole Top Pins

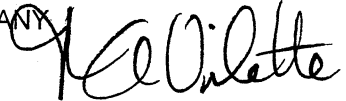
Full Rate

\$258

APPROVED:

MERRIMACK COUNTY TELEPHONE  
COMPANY

By:



Title:

General Manager

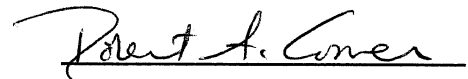
Date:

2/10/05

APPROVED:

UNITIL ENERGY SYSTEMS, INC.

By:



Title:

DIRECTOR, OPER. SERVICES

Date:

2/4/05

UNITIL ENERGY SYSTEMS, INC.  
AND  
MERRIMAC COUNTY TELEPHONE COMPANY

FLAT RATE BILLING SCHEDULE

RECIPROCAL FLAT RATE SCHEDULE FOR BUYING  
AND SELLING ONE-HALF INTEREST IN POLES

EFFECTIVE DATE: AUGUST 1, 2002

ONE HALF FLAT RATE PRICE  
AGE - TREATED PINE POLES

AGE	% COND.	25'	30'	35'	40'	45'	50'	55'
0	100	504	504	587	672	728	783	925
1	97	489	489	569	652	706	760	897
2	94	474	474	552	632	684	736	870
3	91	459	459	534	612	662	713	842
4	88	444	444	517	591	641	689	814
5	85	428	428	499	571	619	666	786
6	82	413	413	481	551	597	642	759
7	79	398	398	464	531	575	619	731
8	76	383	383	446	511	553	595	703
9	73	368	368	429	491	531	572	675
10	70	353	353	411	470	510	548	648
11	67	338	338	393	450	488	525	620
12	64	323	323	376	430	466	501	592
13	61	307	307	358	410	444	478	564
14	58	292	292	340	390	422	454	537
15	55	277	277	323	370	400	431	509
16	52	262	262	305	349	379	407	481
17	49	247	247	288	329	357	384	453
18	46	232	232	270	309	335	360	426
19	43	217	217	252	289	313	337	398
20	40	202	202	235	269	291	313	370
21	37	186	186	217	249	269	290	342
22	34	171	171	200	228	248	266	315
23	31	156	156	182	208	226	243	287
24	28	141	141	164	188	204	219	259
25	25	126	126	147	168	182	196	231
26	22	111	111	129	148	160	172	204
27	19	96	96	112	128	138	149	176
28	16	81	81	94	108	116	125	148
29	13	66	66	76	87	95	102	120
30	10	50	50	59	67	73	78	93
31	7	35	35	41	47	51	55	65
32	4	20	20	23	27	29	31	37
33	1	5	5	6	7	7	8	9

INTERCOMPANY OPERATING PROCEDURE #23

CONCORD ELECTRIC COMPANY  
and  
MERRIMACK COUNTY TELEPHONE COMPANY

BILLING FOR DAMAGE TO POLE PLANT

EFFECTIVE DATE January 1, 1982

The purpose of this Procedure is to establish a common method to be used by each Company for billing to the damager of pole plant and for any associated inter-company billing.

1. Normally the maintaining Company will replace the damaged pole, remove the old pole and transfer its own attachments. There may be instances when the non-maintaining Company will either replace the damaged pole, remove the old pole or perform both operations. Billing will be as follows:
  - a. Billing to damager.
    - (1) The Company replacing the pole will bill the damager either the full actual cost or the standardized cost of replacing the pole less plant betterment and observed depreciation. (The amount of depreciation will be computed at 3% per year unless there is valid reason for using some other figure).
    - (2) Poles broken by a motor vehicle or contractors equipment when a fatality is not involved - billing will be rendered.
    - (3) Poles broken by vehicles owned by governmental bodies - billing will be rendered.
    - (4) Poles broken by a motor vehicle when a fatality is involved. If the fatality is not the owner of the motor vehicle - billing will be rendered. If the fatality is the owner of the motor vehicle, billing will be rendered directly to the owner's insurance company if the name of such insurance company is known. If this information cannot be obtained, the deceased owner's estate may not be billed for compassionate reasons. If this is the case, each Company should handle intercompany billing as per Step #2 of this Intercompany Operating Procedure.
    - (5) The Company removing the pole will bill the damager the actual or standardized cost of such work.
    - (6) Each Company will bill the damager the full cost of transferring and repairing its attachments.

BILLING FOR DAMAGE TO POLE PLANTb. Billing to joint owner.

- (1) The Company placing the pole will bill the joint owner one-half (1/2) of the observed depreciation based on the current flat rate billing schedule.
  - (2) The Company placing the pole will bill the joint owner its share of the plant betterment (Betterment is the excess height of the new pole over the damaged pole). The cost of betterment will be shared in accordance with each Company's requirements.
2. If the bill is uncollectable from the damager the co-owner will be billed by the Company doing the work, 50% of the current flat rate cost of the pole replacement and removal in accordance with standard billing procedures.

NOTE: Standardized costs are average costs of performing various work operations based on historical data.

APPROVED:

MERRIMACK COUNTY TELEPHONE COMPANY

BY: TITLE: Manager Plant Supt.DATE: Nov. 17, 1981

APPROVED:

CONCORD ELECTRIC COMPANY

BY: TITLE: PresidentDATE: NOV 10 1981